

Recording Requested By:
First American Title
National Commercial Services

Recording Requested By:
Bureau of Indian Affairs
U.S. Dept. of the Interior

When Recorded, Mail To:
Bureau of Indian Affairs
Pacific Region
2800 Cottage Way
Sacramento, CA 95825

DOC# 2016-0696460



Dec 20, 2016 09:30 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$31.00

PCOR: YES

PAGES: 3

R&TC §11922

Documentary Transfer Tax \$ -0-

Lone Pine Indian Affairs

Signature of Declarant

Firm Name

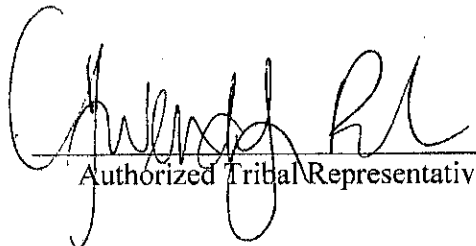
GRANT DEED

For valuable consideration, the undersigned, as the authorized representative of the La Posta Band of Mission Indians, a federally recognized tribal entity does hereby grant to THE UNITED STATES OF AMERICA IN TRUST FOR THE LA POSTA BAND OF DIEGUENO MISSION INDIANS OF THE LA POSTA INDIAN RESERVATION, CALIFORNIA the following described real property in the County of San Diego, State of California, more particularly described as:

Tract 68, excepting the westerly 190.00 feet thereof, being a portion of the northeast quarter of Section 1, Township 17 south, Range 5 East, and also being a portion of the north half of Section 6, Township 17 south, Range 6 east, both of San Bernardino Meridian, in the County of San Diego, State of California, according to the United States Independent Resurvey approved May 23, 1921, and Dependent Resurvey completed October 13, 1994, all as shown on Record of Survey Map No. 16437 on file in the Office of the County Recorder of San Diego County.

605-050-08-00

Date: 10/18/2016


Authorized Tribal Representative



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

Exhibit "A"

ACCEPTANCE OF CONVEYANCE

The undersigned, as the authorized representative of the Secretary of the Interior, United States Department of the Interior, Bureau of Indian Affairs, hereby accepts that grant of real property described in that Grant Deed dated **October 8, 2016** from an authorized representative of the La Posta Band of Mission Indians, a federally recognized Indian Tribe to the United States of America in Trust for the La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California. Said grant is accepted by the United States of America pursuant to the Indian Reorganization Act of 1934 (25 U.S.C. § 465).

Date: 10/28/2016

Amy L. Dutschke
Regional Director

Pursuant to the authority delegated
from the Secretary as set forth in 209
DM 8, 230 DM 1, and 3 IAM 4.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 10/28/16, before me, Lorrae Russell, a notary public, personally appeared Amy L. Dutschke, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.



Signature Lorrae Russell

Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN Diego)

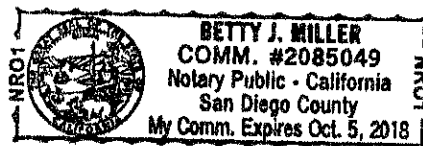
On 08 October, 2016, before me, Betty J. Miller, a notary public, personally appeared Gwendolyn Perada, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

Betty J. Miller
Notary Public



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Documentary Transfer Tax \$ -0-	
<u>Lorna Puse</u>	Indian Affairs
Signature of Declarant	Firm Name

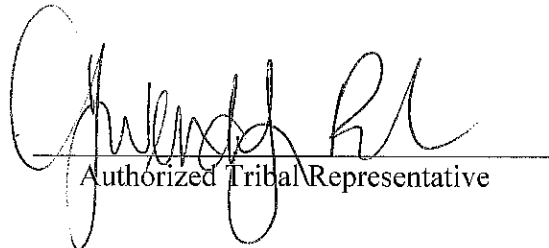
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Tract 68, excepting the westerly 190.00 feet thereof, being a portion of the northeast quarter of Section 1, Township 17 south, Range 5 East, and also being a portion of the north half of Section 6, Township 17 south, Range 6 east, both of San Bernardino Meridian, in the County of San Diego, State of California, according to the United States Independent Resurvey approved May 23, 1921, and Dependent Resurvey completed October 13, 1994, all as shown on Record of Survey Map No. 16437 on file in the Office of the County Recorder of San Diego County.

605-050-08-00

Date: 10/18/2016


Authorized Tribal Representative

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

FOR RECORDER'S USE ONLY

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

The United States of America - Dept. of the Interior
2800 Cottage Way
Sacramento, CA 95825

ASSESSOR'S PARCEL NUMBER
605-050-08-00

SELLER/TRANSFEROR

La Posta Band of Mission Indians

BUYER'S DAYTIME TELEPHONE NUMBER

() N/A

BUYER'S EMAIL ADDRESS N/A

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Vacant Land, CA

MAIL PROPERTY TAX INFORMATION TO (NAME)

LA POSTA BAND OF MISSION INDIANS

ADDRESS

8 CRESTWOOD ROAD

CITY

BOULEVARD

STATE

CA

ZIP CODE

91905

☐ YES ☒ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES ☐ NO ☒
- ☐ ☒ A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- ☐ ☒ *C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☒ *D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☒ *E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☒ *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☒ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage).
If YES, please explain: _____
- ☐ ☒ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- ☐ ☒ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☒ K. This is a transfer of property:
1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 3. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- ☐ ☒ *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION*Check and complete as applicable.*A. Date of transfer, if other than recording date: 10/28/2016

B. Type of transfer:

☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)☐ Contract of sale, Date of contract: _____ ☐ Inheritance, Date of death: _____☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease, Date lease began: _____

Original term in years (Including written options): _____ Remaining term in years (Including written options): _____

☒ Other. Please explain: TRANSFER TO U.S. IN TRUST FOR GRANTORC. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %**PART 3. PURCHASE PRICE AND TERMS OF SALE***Check and complete as applicable.*

A. Total purchase price

\$ 0.00

B. Cash down payment or value of trade or exchange excluding closing costs

Amount \$ 0

C. First deed of trust @ _____ % Interest for _____ years. Monthly payment \$ _____

Amount \$ 0☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller☐ Balloon payment \$ _____ Due date: _____

D. Second deed of trust @ _____ % Interest for _____ years. Monthly payment \$ _____

Amount \$ 0☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller☐ Balloon payment \$ _____ Due date: _____E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☒ NOOutstanding balance \$ N/A

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price

\$ 0G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (____) _____☐ Direct from seller ☐ From a family member-Relationship _____☐ Other. Please explain: N/A

H. Please explain in any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4: PROPERTY INFORMATION*Check and complete as applicable.*

A. Type of property transferred

☐ Single-family residence☐ Co-op/Own-your-own☐ Manufactured home☐ Multiple-family residence, Number of units: _____☐ Condominium☒ Unimproved lot☐ Other. Description: (i.e., timber, mineral, water rights, etc.) _____☐ Timeshare☐ Commercial/IndustrialB. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____

C. ☐ YES ☒ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

☐ YES ☒ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____D. ☐ YES ☒ NO The property produces rental or other income.If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____E. The condition of the property at the time of sale was: ☒ Good ☐ Average ☐ Fair ☐ Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER <u>WENDOLYN PARADA</u>	DATE 11/21/2016	TELEPHONE (619) 619-478-2113
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE OR CORPORATE OFFICER (PLEASE PRINT) U.S. DEPT. OF INTERIOR IN TRUST FOR LA POSTA BAND OF MISSION INDIANS	TITLE CHAIRPERSON	E-MAIL ADDRESS jmiller@ptribe.net

The Assessor's office may contact you for additional information regarding this transaction.



First American

Owner's Policy

United States of America
Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5023600-NCS-632496-SDssO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the *lis pendens* notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.
6. Title to the estate or interest described in Schedule A being vested other than as stated therein or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the land occurring prior to the transaction vesting title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the public records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Jeffrey S. Robinson

Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluded from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under insuring provision 6).
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.
5. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the title as shown in Schedule A is:
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in insuring provision 6.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule [A][C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A][C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the Insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or

interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or affecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses

CONDITIONS AND STIPULATIONS (Continued)

and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To Pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

- (b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule [A][C] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, the act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

CONDITIONS AND STIPULATIONS (Continued)

- (c) No Subrogation to the Rights of the United States. Notwithstanding the provisions of Conditions and Stipulations Section 13(a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorneys' fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title



First American

Schedule A

United States of America
Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

NCS-632496-SDssO

File No.: NCS-632496-SD

Amount of Insurance \$281,314.00

Premium \$2,038.00

Date of Policy: December 20, 2017 at 9:30 AM a.m. p.m.

1. Name of Insured:

THE UNITED STATES OF AMERICA in Trust for The La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California

2. The estate or interest in the land which is covered by this policy is:

FEE

3. Title to the estate or interest in the land is vested in:

THE UNITED STATES OF AMERICA in Trust for The La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California

4. The land referred to in this policy is described as follows:

Tract 68, excepting the westerly 190.00 feet thereof, being a portion of the Northeast Quarter of Section 1, Township 17 South, Range 5 East, and also being a portion of the North Half of Section 6, Township 17 South, Range 6 East, both of San Bernardino Meridian, in the County of San Diego, State of California, according to United States Independent Resurvey approved May 23, 1921, and Dependent Resurvey completed October 13, 1994, all as shown on Record of Survey Map No. 16437 on file in the office of the County Recorder of San Diego County.

By:

Frank Skip Santy
Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)



First American

Schedule B

United States of America
Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

NCS-632496-SDssO

File No.: NCS-632496-SD

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims of title to water.
4. Discrepancies, conflicts in boundary lines, shortage in ear, encroachments, or any other facts with a correct survey would disclose, and which are not shown by public records.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authorities that levies taxes or assessments on real property or by the public records.
6. Easements, claims of easement or encumbrances which are not shown by the public records.
7. Rights of the public in and to that portion of the land lying within La Posta Truck Trail.
8. Any fact as to the location on the ground of those portions of Section 1, Township 17, Range 5 East and Section 2, Township 17, Range 5 East herein described or rights of any person or persons by reason of the independent resurvey of said Township 17 South, Range 5 East, as shown on Map thereof approved May 23, 1921 by the United States Surveyor General for the State of California, said property being shown thereon as Tracts 38, 39, 40 and 68.

Reference is made to said Instrument for further particulars.

9. An easement for the right to place, construct, operate, repair, maintain, relocate and replace thereon and in, upon under or over all streets, roads, or highways abutting said lands an electric transmission or distribution line or system and incidental purposes, recorded February 5, 1971 as Instrument No. 23010 of Official Records.

In Favor of: Mountain Empire Electric Cooperative, Inc., a California corporation

Affects: A portion of said land

The location of the easement cannot be determined from record information.

10. An easement for right of way for ingress and egress for road and public utility and incidental purposes, recorded December 21, 1978 as Instrument No. 78-547289 of Official Records.
In Favor of: William Ross Starkey, Trustee under the Will of Helene Amelia Starkey, as to an undivided 1/2 interest and Rodney R. Starkey and Carlene J. Starkey, husband and wife, as community property as to an undivided 1/2 interest; as tenants in common
Affects: A portion of said land
11. An easement for all facilities, equipment and appurtenant fixtures appropriate for the distribution of electricity, gas, telephone, cable TV and incidental purposes, recorded August 12, 1980 as Instrument No. 80-256247 of Official Records.
In Favor of: San Diego Gas and Electric Company
Affects: A portion of said land
- The location of the easement cannot be determined from record information.
12. An easement for either or both pole lines, underground conduits together with the right of ingress and egress and incidental purposes, recorded September 30, 1981 as Instrument No. 81-311111 of Official Records.
In Favor of: Pacific Telephone and Telegraph Company
Affects: A portion of said land
13. An offer of dedication for public right of way purposes and incidental purposes, recorded September 7, 1984 as Instrument No. 84-341970 of Official Records.
To: The County of San Diego
14. An easement for County highway and incidental purposes, recorded November 4, 1998 as Instrument No. 1998-0719220 of Official Records.
In Favor of: The County of San Diego
Affects: A portion of said land
15. The effect of a map purporting to show the land and other property, filed 16437 of Record of Surveys.
16. An easement for public utilities and incidental purposes, recorded June 5, 2001 as Instrument No. 2001-0367859 of Official Records.
In Favor of: Pacific Bell Telephone Company
Affects: A portion of said land
17. An easement for right of way for ingress and egress for road a public utility purposes and incidental purposes, recorded March 8, 2005 as instrument no. 2005-0188953 of Official Records.
In Favor of: Rodney R. Starkey
Affects: A portion of said land
18. Discrepancies, conflicts in boundary lines. shortage in area, encroachments, or any other facts which a current ALTA survey would disclose, and which are not shown in the public record.